

1 Douglas W. Hall (Admitted *Pro Hac Vice*)
 2 Ford & Harrison LLP
 3 1300 Nineteenth Street, N.W., Suite 700
 Washington, DC 20036
 4 Telephone: 202.719.2065
 Facsimile: 202.719.2077
 Email: dhall@fordharrison.com

5 Robert Spagat (SBN: 157388)
 WINSTON & STRAWN LLP
 6 101 California Street
 San Francisco, CA 94111-5894
 7 Telephone: 415-591-1000
 Facsimile: 415-591-1400
 8 Email: rspagat@winston.com

9 Attorneys for Defendant
 SKYWEST AIRLINES, INC.

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 **SAN FRANCISCO DIVISION**

13 SKYWEST PILOTS ALPA ORGANIZING
 14 COMMITTEE, et al.,

15 Plaintiffs,

16 vs.

17 SKYWEST AIRLINES, INC.,

18 Defendant.

19 **Case No. C-07-2688 CRB**

20 **DEFENDANT SKYWEST'S INITIAL
 OPPOSITION TO PLAINTIFFS' MOTION
 TO REQUIRE IT TO RELEASE
 PLAINTIFF PHIL ALFORD**

21 Date: TBD

Time: TBD

Ctrm: 8, 19th Floor

22 Judge: Hon. Charles R. Breyer

23 Action Filed: May 22, 2007

24 Winston & Strawn LLP
 25 101 California Street
 26 San Francisco, CA 94111-5894

1 Since this action was filed on May 22, 2007, Phil Alford – the subject of Plaintiffs' newest
2 motion – has been off eight of the thirteen intervening days. Plaintiffs do not dispute that during that
3 time, Mr. Alford – who is domiciled and lives in Salt Lake City – was in San Francisco last week.
4 See Motion to Require SkyWest to Release Plaintiff Phil Alford at 2. Plaintiffs intentionally fail to
5 disclose to the Court whether they have spent any time preparing Mr. Alford while he was here
6 because they undoubtedly did so. Indeed Plaintiffs' lawyers advised SkyWest not to schedule him
7 during this period. Alford thus already has met with counsel and has been prepared. Nonetheless,
8 Plaintiffs are unwilling to accept SkyWest's compromise to provide him later in the day than they
9 would like, so that its operations are not disrupted. SkyWest is unscheduling every other witness
10 that Plaintiffs have requested.

11 Plaintiffs' interpretation of the May 24, 2007 hearing is wrong. The Court did not issue an
12 order requiring SkyWest to clear the flight schedules of all Plaintiffs' witnesses so that each witness
13 has time to spend a day traveling to the Northern District of California, a day preparing with
14 Plaintiffs' counsel in the Northern District of California and a day to attend the preliminary
15 injunction hearing (as well as a day to travel home). The Court certainly did not order that SkyWest
16 unschedule pilots who already met with plaintiffs' attorney to prepare so that they could prepare
17 again. To the extent there is any ambiguity in the hearing transcript, as set forth in the Declaration
18 of Jay Oyler in Support of Defendant's Reply to Plaintiffs' Opposition to SkyWest Airlines, Inc.'s
19 Motion to Transfer (doc 108), re-assigning scheduled trips is especially burdensome and, therefore,
20 the hearing transcript should be interpreted to require Plaintiffs' witnesses to prepare with counsel on
21 their own time.

22 This frivolous motion is Plaintiffs' fifth "emergency" motion in the last four court days. It is
23 an abuse of process for Plaintiffs to continue filing such motions. At no point in this litigation have
24
25
26
27
28

1 Plaintiffs ever compromised on any issue, no matter how small. Not once. Their abusive litigation
2 tactics should be stopped. Now. SkyWest respectfully requests that the Court deny Plaintiffs' latest
3 "emergency" motion.

4
5 Dated: June 4, 2007

WINSTON & STRAWN LLP

6
7 By:

Robert Spagat

8
9 Attorneys for Defendant
SKYWEST AIRLINES, INC.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Winston & Strawn LLP
101 California Street
San Francisco, CA 94111-5894